

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **NOTICE TO BIDDERS SPECIFICATION NO. 03-207**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

**52,000 GVWR CAB AND CHASSIS**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, August 6, in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

Company Name\_\_\_\_\_

EQUIPMENT SPECIFICATIONS  
52,000 GVWR CAB AND CHASSIS

1. APPLICATION

- 1.1 This cab and chassis will be mounted with a rear discharge volumetric mixer for use by the Public Works, Street Maintenance Operations.
- 1.2 This application not only demands the truck act as the prime mover for this mounted equipment, but also utilized as the power source for the hydraulic drive system through a transmission Power Take Off.
- 1.3 Detailed specification of the mixer will be provided upon request.

2. MODEL

- 2.1 The equipment furnished under these specifications shall be new 2004 of the latest improved model in current production as offered to the commercial trade.
- 2.2 Example Model:
  - 2.2.1 Sterling Acterra Series
  - 2.2.2 International 7000 Series
  - 2.2.3 Freightliner FL Series

Meet Specs.

Yes No

3. GVWR

- \_\_\_ 3.1 52,000 lbs. minimum

4. WHEEL BASE AND CAB TO TRUNION

- \_\_\_ 4.1 187 in wheel base minimum, with set back front axle configuration
- \_\_\_ 4.2 Minimum 120 inch usable CT
- \_\_\_ 4.3 Please state wheel base and cab to trunion bid \_\_\_\_\_WB
- \_\_\_ 4.4 \_\_\_\_\_CT
- \_\_\_ 4.4 Minimum 75 in. after frame

5. ENGINE

- \_\_\_ 5.1 Engine shall be one of the following diesel engines:
  - \_\_\_ 5.1.1 International 530
  - \_\_\_ 5.1.2 Caterpillar C7 \_\_\_
- \_\_\_ 5.2 Minimum 275 gross horsepower and 800 lb. ft. torque

Meet Specs.  
Yes No

Company Name\_\_\_\_\_

6. ENGINE EQUIPMENT

- |     |     |      |  |
|-----|-----|------|--|
| ___ | ___ | 6.1  | Heavy duty 11 inch single element air cleaner.   |
| ___ | ___ | 6.2  | Air cleaner mounted air filter restriction indicator.  |
| ___ | ___ | 6.3  | Heavy duty minimum 850 sq. in. cross flow, extra cooling design radiator with deaeration system. |
| ___ | ___ | 6.4  | Texaco Long Life coolant with inhibitor, engine coolant to -35F.                                 |
| ___ | ___ | 6.5  | Silicone hose package to include radiator, heater and by-pass hoses.                             |
| ___ | ___ | 6.6  | Spin on coolant filter (If recommended by engine manufacturer)                                   |
| ___ | ___ | 6.7  | Horton Drivemaster automatic on/off fan drive.   |
| ___ | ___ | 6.8  | Minimum 1000 watt 115/120 volt block heater with receptacle mounted under left-hand door.        |
| ___ | ___ | 6.9  | Engine mounted spin on fuel filter.  |
| ___ | ___ | 6.10 | Fuel system primer pump.   |
| ___ | ___ | 6.11 | Minimum 25 qt. engine oil change capacity.   |
| ___ | ___ | 6.12 | Spin on oil filter.  |
| ___ | ___ | 6.13 | Magnetic engine oil drain plug.  |
| ___ | ___ | 6.14 | 41 MT 400 or 38 MT HD series Delco starter.  |
| ___ | ___ | 6.15 | Key operated electric shut down.   |
| ___ | ___ | 6.16 | Electronic engine system diagnostics.  |
| ___ | ___ | 6.17 | Engine shall be capable of electronic interface with Allison MD series transmissions.            |
| ___ | ___ | 6.18 | Electronic cruise control.   |
| ___ | ___ | 6.19 | Electronic road speed .  |
| ___ | ___ | 6.20 | Electronic hand operated throttle.   |
| ___ | ___ | 6.21 | Full range governor.   |

7. EXHAUST SYSTEM

- |     |     |     |   |
|-----|-----|-----|---|
| ___ | ___ | 7.1 | Right hand frame mounted, horizontal muffler with vertical tail pipe and tail pipe guard. |
|-----|-----|-----|---|

8. FUEL TANK

- |     |     |     |  |
|-----|-----|-----|--|
| ___ | ___ | 8.1 | Minimum 45 gallon left side steel or aluminum fuel tank with two access steps. |
| ___ | ___ | 8.2 | Tank to be under cab mounted.  |

9. TRANSMISSION

- |     |     |     |   |
|-----|-----|-----|---|
| ___ | ___ | 9.1 | Allison MD 3060P close ratio, 6-speed with PTO gear, less retarder. |
| ___ | ___ | 9.2 | Instrument panel mounted Allison Push-Button type shift control.    |
| ___ | ___ | 9.3 | Manufactures recommended transmission cooler                        |
| ___ | ___ | 9.4 | Optimum transmission programing for this application.               |
| ___ | ___ | 9.5 | Auto neutral enabled for split-shaft creeper system.                |

Meet Specs.

Company Name \_\_\_\_\_

Yes No

10. FRONT AXLE

- \_\_\_ 10.1 I-beam type, minimum 14,000 lb., front axle, Meritor MFS -14 -143A or equal design.
- \_\_\_ 10.2 Single steering gear
- \_\_\_ 10.3 Stemco High Performance "Guardian" unitized wet seal or equal design.

11. FRONT SUSPENSION

- \_\_\_ 11.1 Minimum 14,000 lb. capacity multi or taper leaf springs.
- \_\_\_ 11.2 Heavy duty shock absorbers.

12. REAR AXLE

- \_\_\_ 12.1 Single speed, single reduction, 40,000 lb. capacity rear axle Meritor RT-40-145
- \_\_\_ 12.2 Air actuated inter-axle power divider
- \_\_\_ 12.3 Axle ratio shall allow approximately 70 mph maximum road speed (please state axle ratio being supplied \_\_\_\_\_)

13. REAR SUSPENSION

- \_\_\_ 13.1 40,000 lb. capacity rear suspension Hendrickson HN-402-54
- \_\_\_ 13.2 Walking beam type 54 in. axle spacing
- \_\_\_ 13.3 Rubber springs and end bushings
- \_\_\_ 13.4 Shock absorbers and transverse torque rods

14. FRAME

- \_\_\_ 14.1 Minimum 10 inch, 120,000 PSI yield strength, heat treated single channel frame rails.
- \_\_\_ 14.2 Minimum 2,000,000 in. lbs. R.B.M. frame design.

15. WHEELS

- \_\_\_ 15.1 Hub piloted, 22.5, 10 hole ventilated disc, steel wheels.
- \_\_\_ 15.2 Wheel to be powder coated, white or grey in color.

16. TIRES

- \_\_\_ 16.1 11R22.5 14 ply highway tread front tires, Goodyear G159 or equal.
- \_\_\_ 16.2 11R22.5 14 ply traction tread rear tires, Goodyear G167 or equal.
- \_\_\_ 16.3 One spare front wheel and tire, same brand and model as furnished on truck.
- \_\_\_ 16.4 Tires to be Firestone, Goodyear, Michelin, B.F. Goodrich, Bridgestone, UniRoyal, or General and shall carry the company name.

Meet Specs.

Company Name \_\_\_\_\_

Yes No

17. SERVICE BRAKES

- \_\_\_ \_\_\_ 17.1 Dual air system for straight truck application.
- \_\_\_ \_\_\_ 17.2 Bendix Tu-Flow 13.2 CFM air compressor, clean air supplied.
- \_\_\_ \_\_\_ 17.3 16.5" x 5.0" S-cam air front brakes with 20 sq. in. long stroke brake chambers.
- \_\_\_ \_\_\_ 17.4 16.5" x 7" S-cam air rear brakes with 30 sq. in. long stroke brake chambers and four heavy duty spring actuated parking brake.
- \_\_\_ \_\_\_ 17.5 Full vehicle wheel ABS control system.
- \_\_\_ \_\_\_ 17.6 Bendix AD-IP air dryer with heater.
- \_\_\_ \_\_\_ 17.7 Manual pull chain type air tank drain valve.
- \_\_\_ \_\_\_ 17.8 Front and rear brake dust shields.
- \_\_\_ \_\_\_ 17.9 Front and rear automatic slack adjusters.
- \_\_\_ \_\_\_ 17.10 Color coded nylon brake lines.
- \_\_\_ \_\_\_ 17.11 Color coded yellow, park brake knob on instrument panel.

18. ELECTRICAL SYSTEM

- \_\_\_ \_\_\_ 18.1 12 Volt
- \_\_\_ \_\_\_ 18.2 Two (2) 925 CCA heavy duty 12 volt maintenance free batteries.
- \_\_\_ \_\_\_ 18.3 Steel or aluminum construction battery box, right side frame mounted behind cab or under cab frame mounted.
- \_\_\_ \_\_\_ 18.4 Delco 22-SI 130 amp capacity alternator.
- \_\_\_ \_\_\_ 18.5 Manual reset circuit breaker protection.
- \_\_\_ \_\_\_ 18.6 Color coded and protected wiring system.

19. CAB

- \_\_\_ \_\_\_ 19.1 Fully enclosed safety-type steel conventional cab with deluxe trim and rear cab air suspension.
- \_\_\_ \_\_\_ 19.2 Minimum 98 inches from grade to top of cab.
- \_\_\_ \_\_\_ 19.3 Cab to have a minimum of 68 inches of shoulder room per specification sheet.
- \_\_\_ \_\_\_ 19.4 Cab to have minimum 55 inches floor to headliner height.
- \_\_\_ \_\_\_ 19.5 Tilt-forward fiberglass hood.
- \_\_\_ \_\_\_ 19.6 Hood access panel (s) to allow access to engine compartment.

20. CAB EQUIPMENT

- \_\_\_ \_\_\_ 20.1 High back vinyl covered air suspension drivers and passenger seats; Bostrom Air Talladega - 915 or equal, tan or grey in color.
- \_\_\_ \_\_\_ 20.2 3-point lap and shoulder belts.
- \_\_\_ \_\_\_ 20.3 Dual entry grab handles.
- \_\_\_ \_\_\_ 20.4 Dual door mounted armrests.
- \_\_\_ \_\_\_ 20.5 Dual sun visors.
- \_\_\_ \_\_\_ 20.6 Headliner and insulated rubber floor mat.
- \_\_\_ \_\_\_ 20.7 Storage pocket in drivers door or center console.
- \_\_\_ \_\_\_ 20.8 AM-FM radio with weather band and two speakers.
- \_\_\_ \_\_\_ 20.9 High output heater, defroster and factory air conditioning.
- \_\_\_ \_\_\_ 20.10 Tinted safety glass on all windows.

Meet Specs.

Company Name \_\_\_\_\_

Yes No

- — 20.11 Deluxe insulation package.
- — 20.12 Manual crank side windows with functional vent windows.
- — 20.13 Sliding rear glass if available from manufacture.
- — 20.14 Tilt steering wheel
- —
21. CONTROLS AND INSTRUMENTS
- — 21.1 Key locking starter switch.
- — 21.2 Head, park and dome light switch.
- — 21.3 High beam indicator.
- — 21.4 Power divider indicator.
- — 21.5 Self canceling turn signal switch with integral dimmer switch.
- — 21.6 Gauge cluster to be english with electronic speedometer.
- — 21.6.1 Odometer to display miles, trip miles, engine hours and trip hours.
- — 21.7 Visual and audible warning system as follows:
- — 21.7.1 Low engine oil pressure.
- — 21.7.2 High engine coolant temperature.
- — 21.7.3 Low fuel level.
- — 21.8 Gauge cluster as follows:
- — 21.8.1 Engine oil pressure.
- — 21.8.2 Engine coolant temperature.
- — 21.8.3 Fuel level.
- — 21.8.4 Voltmeter.
- — 21.8.5 Tachometer.
- — 21.8.6 Air pressures, air 1 and air 2.
- — 21.8.7 Transmission temperature gauge
22. WINDSHIELD WIPERS
- — 22.1 Two speed electric with electric washers and intermittent features.
23. MIRRORS
- — 23.1 Stainless steel or power coated west coast mirrors with auxiliary convex mirror.
24. LIGHTS
- — 24.1 Vehicle shall be equipped with all required and manufactures recommended light to comply with FMVSS 108 and ICC requirements.
- — 24.2 Halogen sealed beam headlights.
- — 24.3 Parking light integral with front turn signal and tail lights.
- — 24.4 Auxiliary side or fender mounted turn signals.
- — 24.5 Hazard flashers.
- — 24.6 Solid state 16 lamp flasher.
- — 24.7 Interior dome light.
25. MISCELLANEOUS EQUIPMENT
- — 25.1 Steel, power coated front bumper.
- — 25.2 Under hood mounted air horns.

Meet Specs.

Company Name \_\_\_\_\_

Yes No

\_\_\_ \_\_\_

25.3 Electronic backup alarm.

\_\_\_ \_\_\_

25.4 Two front tow hooks or loops.

\_\_\_ \_\_\_

25.5 Complete operator and service manuals.

\_\_\_ \_\_\_

25.6 Cigar lighter or power outlet

26. PAINT

\_\_\_ \_\_\_

26.1 Basecoat/Clearcoat Polyurethane enamel paint.

\_\_\_ \_\_\_

26.2 Color shall be one solid color selected from manufacturers standard color chart provided with bid proposal.

\_\_\_ \_\_\_

26.3 Interior shall be the lightest standard color available.

27. WARRANTY

\_\_\_ \_\_\_

27.1 The manufacturer's regular warranty certificate will be required for each unit delivered and the warranty shall apply in all cases.

28. DELIVERY

\_\_\_ \_\_\_

28.1 The successful bidder will be responsible for drop shipment of cab and chassis to Cemen Tech, 1700 N. 14<sup>th</sup> Street, Indianola, IA 50125 (Contact Ken Gill @ 800-247-2464 for delivery information.)

**PROPOSAL  
SPECIFICATION NO. 03-207**

**BID OPENING TIME: 12:00 NOON  
DATE: August 6, 2003**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specifications numbers \_\_\_\_ through \_\_\_\_ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

**BIDDING SCHEDULE**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.	52,000 GVWR CAB AND CHASSIS Make _____ Model _____ —	1 Each	\$ _____	\$ _____

BID SECURITY REQUIRED: \_\_\_\_\_ YES    ☒ NO

**AFFIRMATIVE ACTION PROGRAM:**

Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 03-207**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**CITY, STATE      ZIP CODE**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**TELEPHONE No.      FAX No.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER**

\_\_\_\_\_  
**ESTIMATED DELIVERY DAYS**

\_\_\_\_\_  
**TERMS OF PAYMENT**

\_\_\_\_\_  
**E-MAIL ADDRESS**

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at:  
<http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>.



# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### **3. EQUAL OPPORTUNITY**

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

### **4. DATA PRIVACY**

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

### **5. BIDDER'S REPRESENTATION**

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

### **6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

## **7. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

## **8. ADDENDA**

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **9. ANTI-LOBBYING PROVISION**

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **10. BRAND NAMES**

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

## **11. DEMONSTRATIONS/SAMPLES**

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

## **12. DELIVERY**

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

## **13. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 13.1.1 Manufacturer's warranties and/or guarantees.
  - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
  - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
  - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

#### **14. ACCEPTANCE OF MATERIAL**

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

#### **15. BID EVALUATION AND AWARD**

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

#### **16. INDEMNIFICATION**

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **17. TERMS OF PAYMENT**

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **18. LAWS**

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.